



CYNTHIA D. BANKS
Interim Director

COMMUNITY AND SENIOR SERVICES OF LOS ANGELES COUNTY

3175 WEST SIXTH STREET • LOS ANGELES, CA 90020-1708 • (213) 738-2600 (213) 385-3893 FAX

BOARD OF SUPERVISORS

GLORIA MOLINA
YVONNE B. BURKE
ZEV YAROSLAVSKY
DON KNABE
MICHAEL D. ANTONOVICH

"To Enrich Lives Through Effective And Caring Service"

October 11, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RATIFICATION OF COMMUNITY AND SENIOR SERVICES ACTIONS WHICH
EXTENDED THE TERM OF THE BOARD-APPROVED CONTRACT WITH THE
CITY OF HAWTHORNE-SOUTHBAY WORKFORCE INVESTMENT BOARD
(ALL DISTRICTS)(3-VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD:

1. Ratify actions by Community and Senior Services (CSS) which extended the term of and increased compensation related to a contract (Attachments A through C) between the County and the City of Hawthorne (City) on behalf of the South Bay Workforce Investment Board (SBWIB) to provide evaluation, certification and approval of training providers to be placed on the State Employment and Training Provider (ETP) list during FY 2003-04 and 2004-05, as required by the State Department of Employment Development (EDD). The agreements are fully funded by using Workforce Investment Act (WIA) Adult and Dislocated Worker Carryover funds.
2. Approve the use of FY 2004-05 WIA Adult and Dislocated Worker Carryover Funds in the amount of \$75,000 to pay for services rendered by SBWIB during FY 2004-05.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

This letter requests the ratification of actions by CSS related to amendments to a Board-authorized contract with the City of Hawthorne (on behalf of SBWIB) for services rendered in FY 2003-04 and 2004-05. The action will retroactively approve amendments to the contract that extended the term to June 30, 2006, and provided for the expenditure of WIA funds beyond that initially authorized by your Board. A separate action by your Board on June 14, 2005, authorized CSS to contract with SBWIB and approved the expenditure of

funds for FY 2005-06. This present action will allow payment for services rendered by SBWIB in FY 2004-05. The SBWIB has been paid for services provided in FY 2003-04. On February 10, 2005, the Los Angeles County Workforce Investment Board (LACWIB) approved the use of carryover funds to pay the costs of services provided by the SBWIB during FY 2003-04 and FY 2004-05.

On April 3, 2001, your Board authorized CSS to enter into a contract with SBWIB to provide evaluation, certification and approval of training providers to be placed on the ETP list (as required by EDD) from the date of Board approval through June 30, 2002. In subsequent years, CSS executed amendments extending the contract with SBWIB to June 30, 2006, to remain in compliance with the State's requirements. However, the April 3, 2001, Board action delegated authority to CSS to only extend the contract for one additional year through June 30, 2003. This oversight surfaced only recently when CSS was coming before the Board with funding recommendations and recommendations concerning the use of WIA carryover funds. After an exhaustive search of records to determine our authority for the extensions, and following consultation with County Counsel, it was determined that additional Board action would be required to ratify the Department's actions extending the contract and increasing the compensation to the SBWIB for the extended term. The Board's action approving the recommendations in this letter would allow for payment to SBWIB for vital services rendered as required under WIA.

Implementation of Strategic Plan Goals

The recommended action supports the County-wide Strategic Plan Goal 1: Service Excellence.

FISCAL IMPACT/FINANCING

WIA Adult and Dislocated Worker carryover funds in the amount of \$75,000 will be used to pay SBWIB for services rendered in FY 2004-05. There is no impact on the County general fund as WIA funds will be used to pay the costs associated with the subject amendments. Funding is included in the Department's FY 2005-06 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

WIA requires all local workforce investment areas to certify local Adult and Dislocated Worker training providers for inclusion on the State ETP list. In compliance with this federal mandate, on April 3, 2001, your Board authorized CSS to contract with the South Bay WIB for the provision of services to screen, certify and approve training vendors for the State's ETP list. The term of the original contract as approved by the Board was April 3, 2001, through June 30, 2002, with a one-year option to be executed by the Interim Director of CSS or her designee. The Board-authorized cost of the two-year contract with SBWIB was \$150,000.

In May 2002, the City submitted Amendment No. 1 to the contract to CSS to extend the term beyond the June 30, 2002, expiration date to June 30, 2004. The amendment, which was executed by CSS, also increased the contract amount by an additional \$150,000 for the two-year period (Attachment B).

In April 2004, CSS entered into Amendment No. 2 to the contract which extended the term for an additional two-year period through June 30, 2006 and increased the compensation to be paid to SBWIB by an additional \$150,000 (Attachment C).

On June 14, 2005, upon recommendation of CSS, your Board authorized execution of a contract with SBWIB for provision of services to screen, certify and approve training vendors for the State's ETP list for FY 2005-2006. The authorized cost for services during the current fiscal year is \$75,000.

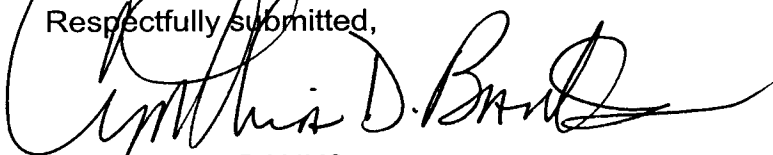
CONTRACTING PROCESS

SBWIB was originally selected as a contractor because it had designed a State-approved comprehensive system to provide ETP list services within the State. This regional approach ensures a streamlined process for local training providers to be placed on the ETP list across workforce investment areas.

IMPACT ON CURRENT SERVICES

Recommendations in this letter will ensure the Los Angeles County Workforce Investment Area continues to recognize and provide a process for providing a regional training directory in accordance with WIA.

Respectfully submitted,



CYNTHIA D. BANKS
Interim Director

Attachments (3)

c: David E. Janssen
Raymond G. Fortner, Jr.
Violet Varona-Lukens
J. Tyler McCauley

CDB:JM

RECEIVED
PROGRAM ACCOUNTING**EMPLOYMENT AND TRAINING PROVIDER LIST CONTRACT**

2001 JUN 12 AM 10:03

This Agreement is made and entered into this 3rd day of April, 2001, by and between the City of Hawthorne on behalf of the South Bay Workforce Investment Board (SBWIB), hereinafter referred to as CONTRACTOR and the County of Los Angeles Workforce Investment Area, hereafter referred to as COUNTY.

WHEREAS, the City of Hawthorne, on behalf of the SBWIB is a governmental agency and is qualified to provide procurement of qualified vendors for individual referral to classroom training in support of the State Eligible Training Provider List (ETPL); and

WHEREAS, the COUNTY finds it necessary to secure such professional services and determined that it is more feasible to obtain such services by this Agreement through non-competitive negotiations based on the demonstrated ability of the CONTRACTOR as qualified and capable of providing the services described in Exhibit "A", Work-Task Schedule, in accordance with the rules and regulations developed to procure vendor training providers for the Regional Training Vendor Directory (RTVD), Public Training Vendor Directory (PTVD) and the Community-based Organization Training Vendor Directory (CTVD).

WHEREAS, CONTRACTOR has agreed to provide COUNTY with such services and receive consideration for the duties required of it under this Agreement; and

NOW, THEREFORE, in consideration of these premises the parties hereto agree as follows:

I. TERM OF AGREEMENT

The term of this Agreement shall be from the date of Board of Supervisors' approval through June 30, 2002, and any additional period of time as is required to complete any necessary close-out activities. Said term is subject to the provisions herein.

II. COMPENSATION

The COUNTY shall pay to the CONTRACTOR, as compensation for complete and satisfactory performance of the terms of the Agreement an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000). The term of the Agreement is from date of Board of Supervisors' approval through June 30, 2002, or on such date thereafter which is deemed by the County, in its sole discretion to be necessary to complete requisite close-out activities.

The CONTRACTOR shall submit a monthly invoice for actual expenditures but not less than 1/18th of the contract amount accompanied by a Report of Work Performed, "Exhibit "B."

III. SERVICES TO BE PROVIDED

The CONTRACTOR shall provide contractual services which are supported by the Work Task Schedule as set forth in the Exhibits which are listed below, attached hereto and incorporated by this reference.

IV. TERMINATION

Either party to this Agreement may terminate this Agreement or any part thereof upon giving the other party at least thirty (30) days written notice prior to the effective date of such termination, which date shall be specified in such notice.

V. COMPLIANCE WITH STATUTES AND REGULATIONS

The CONTRACTOR, in the performance of this Agreement, shall comply with all applicable statutes, rules, regulations and orders of the United States, the State of California, the County and City of Los Angeles, including laws and regulations pertaining to labor, wages, hours, and other conditions of employment, the Workforce Investment Act of 1998, the Family Economic Security Act (FESA), as well as applicable Office of Management and Budget Circulars. The CONTRACTOR shall comply with new, amended, or revised laws, regulations, and/or procedures that apply to the performance of this agreement.

VI. AMENDMENTS

Any changes in the terms of this Agreement, including changes in the services to be performed by the CONTRACTOR, and any increase or decrease in the amount of compensation

which are agreed to by the COUNTY and the CONTRACTOR shall be incorporated into this Agreement by a written amendment properly executed and signed by the person authorized to bind the parties hereto.

No verbal agreements nor conversation with any officer or employee of either party shall affect or modify any of the terms and conditions of this agreement.

VII. ENTIRE AGREEMENT

This agreement including Exhibits constitute the entire understanding and agreement of the parties:

Exhibit "A"–Work-Task Schedule

Exhibit "B"–Work-Task Report

Exhibit "C"–Regional Training Vendor Directory (RTVD) Application

Exhibit "D"–Public Training Vendor (PTVD) Application

Exhibit "E"–Community-based Organization Training Vendor Directory (CTVD)
Application

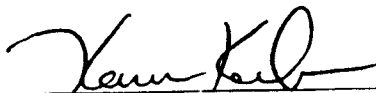
Exhibit "F"–Vendor Complaint Form

Exhibit "G"–Vendor Monitoring Instrument

Exhibit "H"–Los Angeles County, Workforce Investment Act (WIA) Standard Terms
and Conditions


IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Workforce Investment Area have caused this CONTRACT to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELES

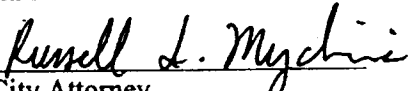
By: 
Kenneth Kessler, Director
Department of Community & Senior Services

APPROVED AS TO FORM:

LLOYD W. PELLMAN
County Counsel

By: 
Deputy

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FORM:


John Riess, Attorney-at-Law

CONTRACTOR:

City of Hawthorne on
behalf of the South Bay Workforce Investment Board

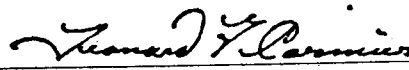
By: 
Leonard Cormier
City Manager

EXHIBIT "A"

WORK-TASK SCHEDULE

1. The CONTRACTOR shall be responsible for evaluating and approving training vendors that will provide training services to participants in the LWIA.
2. The CONTRACTOR shall be responsible for the monitoring approved vendors-training providers on an annual basis for contract compliance.
3. The CONTRACTOR shall be responsible for evaluation and reporting to the LWIA performance information on approved vendors in a format mutually agreed upon.
4. The CONTRACTOR shall be responsible for maintaining the approved vendors in the Intra-state Resources and Information Network system (I-TRAIN).
5. The CONTRACTOR shall be responsible for the certification of approved vendors to the State ETPL
6. The CONTRACTOR shall be responsible investigating complaints as they relate to compliance to the vendor contract.

EXHIBIT "B"

WORK-TASK REPORT

DATE:

- I. LIST OF NEW VENDORS**
 - A. RTVD**
 - B. PTVD**
 - C. CTVD**
 - II. NEW DEMAND OCCUPATIONS**
 - III. MONITORING REPORTS**
 - IV. COMPLAINTS/RESOLUTIONS**
- ATTACHED**

2004 MAY -5 01:12:51

Furthermore, in addition to any other services required of CONTRACTOR, COUNTY, on behalf of its One Stop operations, and if it elects to do so, may elect CONTRACTOR to make tuition payments on its behalf directly to Training Vendor. COUNTY shall reimburse CONTRACTOR for any tuition payments made on COUNTY's behalf. Compensation to

CONTRACTOR for making said direct payments shall be \$75,000 per year commencing July 1, 2002, which sum shall be over and above the actual cost of tuition payments made to Training Vendors. Said compensation shall also be in addition to any other compensation provided elsewhere in the original Agreement or this Amendment No. 1."

3. Except as otherwise amended herein, all terms and conditions of Agreement No. 00-H240 shall remain in full force and effect.

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Workforce Investment Area has caused this CONTRACT to be executed on their behalf by their duly authorized representative:

COUNTY OF LOS ANGELES

By: Josie Marquez
Josie Marquez, Acting Assistant Director
Department of Community & Senior Services

APPROVED AS TO FORM:
LLOYD W. BELLMAN
County Counsel

By: [Signature]

APPROVED AS TO FORM:

CONTRACTOR:

City of Hawthorne on behalf of the
South Bay Workforce Investment Board

By: Leonard Cormier
Leonard Cormier, City Manager

APPROVED AS TO FORM:

[Signature]
John Riess, Attorney-at-Law

Nils M. [Signature]

APPROVED AS TO FORM
CITY ATTORNEY

By: Nils M. [Signature]

Date: 6-25-02

**EMPLOYMENT AND TRAINING PROVIDER LIST CONTRACT
AMENDMENT NO. 2 TO AGREEMENT NO. 00-H240**

This amendment, hereinafter, "Amendment No. 2" is made and entered into this 1st day of April, 2004, by and between CITY OF HAWTHORNE on behalf of the South Bay Workforce Investment Board (SBWIB), hereinafter referred to as CONTRACTOR, and the County of Los Angeles Workforce Investment Area, hereinafter referred to as COUNTY, whereas, Contractor and County, entered into Agreement No. 00-H240 on April 3, 2001; to procure qualified vendors for individual referral to classroom training in support of the State Eligible Training Provider List (ETPL), and whereas Contractor and County entered into Amendment No. 1 to said Agreement on June 25, 2002:

1. Section I of Agreement No. 00-H240 as amended is hereby further amended to read as follows:

"I. Term of Agreement

The term of the agreement shall be extended from the present expiration date of June 30, 2004 to June 30, 2006, or on such date thereafter which is deemed by the County, in its sole discretion to be necessary to complete requisite close-out activities."

2. Section II of Agreement No. 00-H240 as amended is hereby further amended to read as follows:

"II. COMPENSATION

In addition to the compensation provided for in Agreement No. 00-H240, COUNTY agrees to pay to CONTRACTOR, as compensation for complete and satisfactory performance during the extended term of this AGREEMENT an amount not to exceed One Hundred and Fifty Thousand Dollars (\$150,000).

Furthermore, in addition to any other services required of CONTRACTOR, COUNTY, on behalf of its One Stop operations, and if it elects to do so, may direct CONTRACTOR to make tuition payments on its behalf directly to Training Vendors. COUNTY shall reimburse CONTRACTOR for any tuition payments made on COUNTY's behalf. Compensation to CONTRACTOR for making said direct payments shall be \$75,000 per year commencing July 1, 2004, which sum shall be over and above the actual cost of tuition payments made to Training Vendors. Said compensation shall also be in addition to any other compensation provided elsewhere in the original Agreement or Amendment No. 1 or this Amendment No. 2."

3. Except as otherwise amended herein, all terms and conditions of Agreement No. 00-H240 as amended shall remain in full force and effect.

//

//

//

//

//

//

//

//

//

//

//

//

//

IN WITNESS WHEREOF, the County of Los Angeles, by and through its Department of Community and Senior Services, and the Workforce Investment Area have caused this CONTRACT to be executed on their behalf by their duly authorized representatives.

COUNTY OF LOS ANGELESBy: 

Josie Marquez, Director, Employment & Training
Department of Community & Senior Services

APPROVED AS TO FORM:**LLOYD W. PELLMAN**

County Counsel

By: **APPROVED AS TO FORM:****CONTRACTOR:**

City of Hawthorne on behalf of the
South Bay Workforce Investment Board

By: 

, City Manager

APPROVED AS TO FORM:
John Riess/Jack Ballas, Attorney-at-Law